

FORM 10. PROOF OF CLAIM

United States Bankruptcy Court BOISE District of IDAHO		PROOF OF CLAIM		U.S. COURT AUG 10 AM 9 48 1111 1111 1111
In re (Name of Debtor) JAMES C PERRITTE AND		Case Number 01-01998		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> KEYBANK NATIONAL ASSOCIATION		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if address differs from the address on the envelope sent to you by the court.		THIS SPACE IS FOR COURT USE ONLY
Name and Addresses Where Notices Should be Sent KEYBANK NATIONAL ASSOCIATION P. O. BOX 94968 CLEVELAND, OH 44101				
Telephone No. 1-800-982-1102				
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 456-835603001256010358809		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends } a previously filed claim. dated: _____		
1. BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) </div> <div style="width: 48%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ <div style="display: flex; justify-content: space-between; width: 100%;"> (date) (date) </div> </div> </div>				
2. DATE DEBT WAS INCURRED JUNE 28, 1999		3. IF COURT JUDGMENT, DATE OBTAINED:		
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.				
<div style="display: flex;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> SECURED CLAIM \$ 6,153.40 + 12.75% Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) </div> <div style="width: 50%;"> <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly) </div> </div>				
Amount of arrearage and other charges included in secured claim above, if any \$ <u>631.50</u>				
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.				
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> \$ _____ (Unsecured) </div> <div> \$ 6,153.40 (Secured) </div> <div> \$ _____ (Priority) </div> <div style="border: 1px solid black; padding: 2px;"> \$ 6,153.40 (Total) </div> </div>				
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.				
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.				THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.				
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				
Date JULY 31, 2001		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) A. CREER <i>[Signature]</i>		

Instructions:

STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1

Filing Office Use Only

1. PLEASE TYPE THIS FORM IN BLACK

2. Filing fees: a. With Secretary of State. Except for pre-paid account users, enclose filing fee of \$5.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
 b. Fixture filing with county recorder. Enclose recording fee of \$3.00 per page.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
5. When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Form approved by Pete T. Conarussa, Secretary of State, UCC Division, Statehouse, Boise, ID 83720. Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)

PERRITTE, JAMES
9753 W. LINSTOCK LN
BOISE, ID 83704

Debtor #3

Debtor #2

Debtor #4

83 1256010358809

Secured Party and Address

Carl's Cycle Sales
5550 W. State St.
Boise, ID 83703

Assignee and Address

KEY BANK,
P.O. BOX 16430
BOISE, ID 83715

Mailing Address for acknowledgment, if not Secured Party

KEY BANK,
P.O. BOX 16430
BOISE, ID 83715

Check If Covered ☐ Products of collateral are also covered

If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:

- ☐ Brought into this state already subject to a security interest in another jurisdiction.
- ☐ Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
- ☐ Proceeds of the original collateral described above in which a security interest was perfected.
- ☐ The subject of a financing statement which has lapsed.
- ☐ Subject to a security interest perfected under a prior name or identity of the debtor.

This financing statement covers the following types or items of property:

(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

New 99 KAWASAKI JT900-B1 KAW20295E899
New 99 KARAVAN 650-46-EW SKTWS1216XF003938

Signature(s) of Debtor(s)

James Peritte

Filing Office Use Only

IDAHO SECRETARY OF STATE

07/06/1999 09:00
CL: 14616 CT: 25509 BN: 231477

10 6.00 = 6.00 UCC1 FILE # 2

Filing Number: B 840834

Secured Party Signature

Margi Roth Financial

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.



KeyBank

Consumer Note/Installment Loan
Note, Security Agreement and Disclosure Statement

BORROWER(S): PERRITTE, JAMES 9753 W. LINSTOCK LN BOISE ID 83704

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

BANK: KEY BANK NATIONAL ASSOCIATION 4910 TIEDEMAN SUITE B BROOKLYN, OHIO 44114

MEANING OF WORDS — In this document the word "Agreement" will mean Installment Loan Note, Security Agreement and Disclosure Statement. In this Agreement, the words "you" and "your" mean each and all of those persons who sign it individually and together. The words "we," "us," and "our" refer to the Bank. "Loan" means the Agreement and the debt it evidences.

DISCLOSURE STATEMENT

AMOUNT FINANCED	ANNUAL PERCENTAGE RATE	FINANCE CHARGE	TOTAL OF PAYMENTS
The amount of credit provided to you on your behalf.	The cost of credit to you as a yearly rate which may be subject to change.	The dollar amount the credit will cost you which may be subject to change.	The amount you will have paid after making all scheduled payments which may be subject to change.
\$ 7,223.90	12.750 %	\$ 2,633.50	\$ 9,857.40

PAYMENT SCHEDULE

Number of Payments	Amount of Payment*	Payments Are Due Monthly Beginning
60	\$ 164.29	8/12/99
	\$	

*The Amount of Payment will be subject to change if the VARIABLE RATE box is checked below.

☒ **FIXED RATE** — Unless the Variable Rate box is clearly checked below, the Contract Rate on this Agreement will remain constant until maturity.

☐ **VARIABLE RATE** — The Contract Rate, which is determined by adding a margin to the index rate selected below, may increase or decrease during the term of this Loan if the selected Index Rate increases or decreases. Over the term of this Loan, the Contract Rate will not increase or decrease more than 5% over the initial Contract Rate. Increases in the Contract Rate will result in higher payment amounts while any decrease in the Contract Rate will result in lower payment amounts. For example, if your loan is for \$10,000 for 120 months at an initial Contract Rate of 12.00% and the Contract Rate increased to 13.5% at the first interest rate adjustment, your payment amount would increase by the following amount based on the index rate selected:

Quarterly Index: \$8.69 per month

Two Year Index: \$7.43 per month

(If the VARIABLE RATE box is checked, you must select one of the following indexes or the QUARTERLY INDEX will apply.)

☐ **QUARTERLY INDEX** — The Quarterly Index is based on the three (3) month Secondary Market Certificates of Deposit rate which is published in *The Wall Street Journal* "Money Rates" table. The Quarterly Index is a weekly average of the rates in effect for the first week beginning the Monday following the 14th day of the month prior to the month of each Contract Rate change date. The Contract Rate will be adjusted on each third month anniversary of the date of this Agreement. The Contract Rate will not be increased or decreased by more than 1.5% on any rate change date based on a change in the Quarterly Index.

☐ **TWO YEAR INDEX** — The Two Year index is the Two Year Treasury Rate published in the Federal Reserve Statistical Release H-15, or its equivalent as of the first business day of the month prior to the month of each Contract Rate change. The Contract Rate will be adjusted each two year anniversary of the date of this Agreement.

CREDIT INSURANCE — YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.

	Amount Covered	Term	Premium
<input type="checkbox"/> Credit Life (Insured Only)	N/A		N/A
<input type="checkbox"/> Credit Life (Insured/Joint Insured)	N/A		N/A
<input type="checkbox"/> Credit Disability (Insured Only)	N/A		N/A

You desire the credit insurance indicated above.

SIGNATURE OF INSURED

SIGNATURE OF JOINT INSURED

OTHER INSURANCE — You are required to obtain property insurance. You may purchase this insurance from anyone that is acceptable to us.

SECURITY — You give us a security interest in the goods or property purchased and: (brief description of other property, if any)

FILING FEES — \$ _____ If paid in cash.

LATE CHARGE — For each payment that we do not receive within ten (10) days after it is due, you agree to pay us a late charge of 10% of the payment, but not more than \$30.00 for each late payment.

PREPAYMENT CHARGE — If you pay off early, you ☐ may ☒ will not have to pay a prepayment charge.

See the rest of this Agreement, including the reverse side, for any additional information about nonpayment, default, prepayment penalties and insurance coverage(s).

ITEMIZATION OF AMOUNT FINANCED

NUMBER OF MONTHLY PAYMENTS ... 60
 MONTHLY PAYMENT AMOUNT ... \$ 164.29
 CONTRACT RATE ... 12.750 %
 LOAN PROCEEDS
 Amount given directly to you: ... \$ N/A

ADDITIONAL CHARGES FINANCED

Filing Fees ... \$ N/A
 Credit Insurance ... \$ N/A
 N/A \$ N/A
 N/A \$ N/A
 N/A \$ N/A

Amount paid on your loan(s) with us: \$ N/A

Amounts paid to others on your behalf:

CARL'S CYCLE SALES \$ 7,223.90

\$

\$

a) Total Loan Proceeds \$ 7,223.90b) Total Additional Charges \$ N/Ac) AMOUNT FINANCED (sum of a + b) \$ 7,223.90

PREPAID FINANCE CHARGES

Loan Processing Fee \$ N/A\$ N/Ad) Total Prepaid Finance Charges \$ N/APRINCIPAL NOTE AMOUNT (sum of c + d) \$ 7,223.90EXECUTED AT CARL'S CYCLE SALES BOISE, ID**NOTE AND SECURITY AGREEMENT**DATE: 6/28/99

NOTE — To repay your Loan, you promise to pay to our order the **PRINCIPAL NOTE AMOUNT** stated above, together with interest at the **CONTRACT RATE** stated above, in accordance with the terms and conditions and at the rates set forth in the **DISCLOSURE STATEMENT** and on the reverse side hereof without relief from valuation and appraisal laws, if applicable. You will pay this amount at any of our offices in consecutive monthly payments in accordance with the Payment Schedule described in the **DISCLOSURE STATEMENT**.

SECURITY AGREEMENT — To protect us in the event of default on this Agreement, you give us a security interest, and assign as security all of your rights, title and interest, in the property described below and in all parts, appliances, equipment, fixtures, substitutions and proceeds from the sale of the Collateral, and loss proceeds or returned or unearned premiums of insurance policies in regard to this Loan (the "Collateral"). The Collateral shall also secure the payment of any advances that we make under this Agreement. **By giving us a security interest in the Collateral, you waive any right provided by law to claim the Collateral exempt from legal process.** You also agree that we have a right of set off, subject to applicable state law limitations, against any monies you have in our possession.

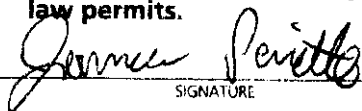
N 99 KAWASAKI JT900-B1 KAW20295E899

N 99 KARAVAN 650-46-EW 5KTWS1216XF003938

INSURANCE — You understand you must maintain property insurance on the Collateral covered by this Agreement for its full insurable value as more fully described on the reverse side of this Agreement, and that you can buy this insurance through any person of your choosing acceptable to us.

ADDITIONAL TERMS AND CONDITIONS — You understand that the additional terms and conditions printed on the reverse side are part of this Agreement and that you are bound by them in the same manner as if they were printed on the front. You also acknowledge that you have received a complete copy of the Agreement.

NOTICE TO CONSUMER — (1) Do not sign this Agreement before you read it; (2) You are entitled to a copy of this Agreement; (3) You may, at any time, prepay the unpaid balance subject to such penalty as the Agreement and applicable law permits.



SIGNATURE

SIGNATURE

SIGNATURE

NOTICE TO CO-SIGNER — Your signature on this note means that you are equally liable for the repayment of this Loan. If the borrower does not pay, the lender has the legal right to collect from you.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increases this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

ORIGINAL